

NORTH CAROLINA)
)
FORSYTH COUNTY)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that **WE, TORI EDMONSON AND RODNEY T. GORDON**, as co-administrators for the Estate of Luther C. Gordon, Jr., Forsyth County Estate File 14 E 1943, the undersigned, for sole consideration of **THREE HUNDRED AND ONE DOLLARS AND FIFTY-FOUR CENTS (\$301.54)**, to us in hand paid by the City of Winston-Salem, receipt of which is hereby acknowledged, have released and discharged and by these presents, do for ourselves, our heirs, executors, administrators and assigns, and for the heirs and assigns of Luther C. Gordon, Jr., hereby release and forever discharge the City of Winston-Salem, its officers, agents, servants and employees, of and from all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, which we now have or which we may hereafter have, and which the heirs and assigns of Luther C. Gordon have or which they may hereafter have, for or on account of any personal injury and/or any damages to real or personal property, including injuries and damages known and unknown, arising out of, by reason of or in any manner resulting or growing out of the **general liability claim that occurred on August 27, 2014, when the Winston-Salem Police Department inadvertently damaged the front door of the home owned by Luther C. Gordon, Jr., located at 1413 Bretton Street, GL140260.**

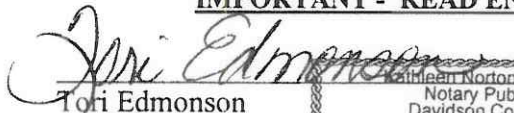
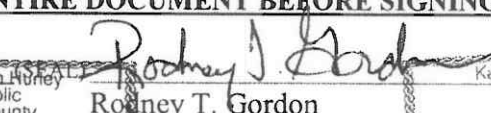
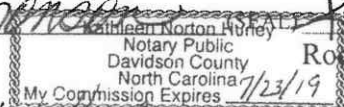
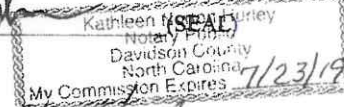
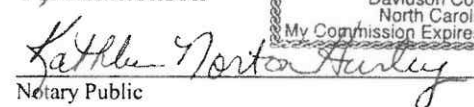
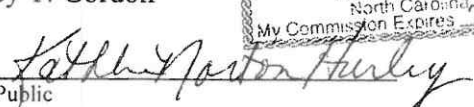
IT IS FURTHER UNDERSTOOD AND AGREED that we have not received payment for these damages described above from anyone not a party to this agreement, such as, but not limited to, a commercial general liability insurance carrier. In the event that we have received payment from any other person and that person seeks to recover these funds from the City, or its officers, agents, servants or employees, we shall indemnify, and hold harmless, including reasonable attorney's fees, the City of Winston-Salem, its officers, agents, servants and employees, of and from any and all claims, demands or causes of action brought by this person.

IT IS FURTHER UNDERSTOOD AND AGREED that there is not any other individual, person or corporate, who has an interest in my property, real or personal, damaged by the events described above. We shall indemnify, and hold harmless, including reasonable attorney's fees, the City, its officers, agents, servants and employees, from any and all claims, demands or causes of action related to my property, real or personal, damaged by the event described above and brought by anyone not a party to this agreement.

FINALLY, IT IS UNDERSTOOD AND AGREED that this is a compromise settlement of a disputed claim, and that payment to me of the amount indicated above by the City is not to be construed as an admission of liability on the part of the City of Winston-Salem, its officers, agents, servants or employees.

WITNESS MY HAND AND SEAL this, the 16 day of December, 2014

IMPORTANT - READ ENTIRE DOCUMENT BEFORE SIGNING

 Tori Edmonson	 Rodney T. Gordon
	
 Kathleen Norton Hurley Notary Public	 Kathleen Norton Hurley Notary Public
My Commission expires <u>July 23, 2019</u>	My Commission expires <u>July 23, 2019</u>